

241037/006

| | | |
|--|-------------|------------------------------|
| 1 FROM (COMPANY NAME) OIL GAS & MINING | | |
| ADDRESS STE 350 3 TRIAD | | |
| CITY SALT LAKE CITY | STATE UT | ZIP CODE (REQUIRED) 84180 |
| SENT BY (NAME/DEPT.) W Hedberg/JB | | PHONE 801 538-5340 |

| | |
|--|------------------------------|
| ORIGIN SLC | AIRBILL NUMBER 4314836083 |
| 4 CUSTOMER AIRBORNE EXPRESS ACCOUNT NUMBERS | |
| SENDER 37762079 | |
| RECEIVER | |



EXECUTIVE OFFICES
P.O. BOX 662
SEATTLE, WA 98111-0662



USE THIS AIRBILL FOR SHIPMENTS WITHIN THE U.S. & TO AND FROM PUERTO RICO. ABSENT A HIGHER SHIPMENT VALUATION, CARRIER'S LIABILITY IS LIMITED TO \$100 PER PACKAGE, OR ACTUAL VALUE, WHICHEVER IS LESS. SPECIAL OR CONSEQUENTIAL DAMAGES ARE NOT RECOVERABLE. SEE TERMS AND CONDITIONS ON REVERSE SIDE OF THIS NON-NEGOTIABLE AIRBILL. SCAC AIRB FED. I.D. NO. 91-0837469

| | | |
|--|-------------|------------------------------|
| 2 TO (COMPANY NAME) UNION CARBIDE CORP | | |
| ADDRESS 39 OLD RIDGEBURY RD ROOM M-4 | | |
| CITY DANBURY | STATE CT | ZIP CODE (REQUIRED) 06817 |
| ATTN: (NAME/DEPT.) C K Dougherty | | PHONE (203) 794-7276 |

| | |
|--|--|
| 5 METHOD OF PAYMENT (ASSUMED SENDER UNLESS OTHERWISE NOTED) | |
| <input type="checkbox"/> BILL SENDER | <input type="checkbox"/> BILL RECEIVER |
| Airborne Account No. | |
| <input type="checkbox"/> BILL 3RD PARTY | Check No. Amount |
| <input type="checkbox"/> PAID IN ADVANCE | |

| | | |
|-------------------------------------|--|--|
| 6 NO. OF PKGS. WEIGHT (LBS.) | | 7 CHECK IF |
| SUBJECT TO CORRECTION | | <input checked="" type="checkbox"/> LETTER EXPRESS <input type="checkbox"/> EXPRESS PACK |

| | |
|--|---------------------------------------|
| DESCRIPTION Reclamation Contract & Surety Bond Forms | |
| SHIPMENT VALUATION DECLARED VALUE OR FULL INSURANCE \$ | PREPRINT FORMAT NO. 2877926 |

| | | | |
|---|---|-----------------------------------|--|
| SPECIAL INSTRUCTIONS | | | |
| <input type="checkbox"/> SATURDAY DELIVERY | <input type="checkbox"/> HOLD AT AIRBORNE EXPRESS | <input type="checkbox"/> LAB PACK | <input type="checkbox"/> SELECT DELIVERY SERVICE |
| THANK YOU FOR SHIPPING WITH AIRBORNE EXPRESS | | | |

| | | | | | |
|---|-----------------|--|--------------|---------------|--------------|
| 3 SENDER SIGNATURE Joelle Burns | DATE 9/15/93 | AIRBORNE SIGNATURE [Signature] | DATE 9/15 | TIME 15:15 | ROUTE 052 |
|---|-----------------|--|--------------|---------------|--------------|

| | |
|--|--|
| DROP OFF LOCATION | |
| <input type="checkbox"/> AIRBORNE TERMINAL | |
| <input type="checkbox"/> DROP BOX | |
| No _____ | |

SENDER'S COPY

001 (8/91) M

TERMS AND CONDITIONS

DEFINITIONS

DEFINITIONS: WHEN YOU USE THE AIRBILL, IT REFERS TO THE EXPRESS SERVICE. WHEN YOU USE THE AIRBILL, IT REFERS TO THE EXPRESS SERVICE.

TERMS OF AGREEMENT

TERMS OF AGREEMENT
We, the undersigned, do hereby agree to all the terms and conditions set forth in the attached contract and to accept the same as a part of the purchase price of the above described property.

RESPONSIBILITY FOR PACKAGING AND COMPLETING AIRBILL

RESPONSIBILITY FOR THE LOSS OF OR DAMAGE TO THE GOODS IS LIMITED TO THE CARRIER'S NEGLIGENCE. THIS SHIPMENT IS NOT COVERED BY THE CARRIER'S LIABILITY LIMITS. THE CARRIER'S LIABILITY IS LIMITED TO THE CARRIER'S NEGLIGENCE. THE CARRIER'S LIABILITY IS LIMITED TO THE CARRIER'S NEGLIGENCE.

10 THE TOWER, 1000 E. LAMAR, AKA, 1000 E. INTERPAC, WHICH IS DAMAGED

[illegible]

THESE ARE THE ONLY TWO CASES WHERE THE ACTUAL AND APPARENT
 RECORDS OF THE COMPANY ARE IN DISCREPANCY. THE ACTUAL RECORDS
 SHOW THAT THE COMPANY HAS A TOTAL OF 1000 SHARES OUTSTANDING
 AND THAT THE ACTUAL RECORDS ARE IN DISCREPANCY WITH THE
 APPARENT RECORDS. THE ACTUAL RECORDS SHOW THAT THE COMPANY
 HAS A TOTAL OF 1000 SHARES OUTSTANDING AND THAT THE ACTUAL
 RECORDS ARE IN DISCREPANCY WITH THE APPARENT RECORDS.

WE ARE NOT LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF INCOME, WHETHER OR NOT WE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

[illegible][illegible]

THE LESSOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EQUIPMENT WITHOUT NOTING ANY DAMAGE OR LOSS ON THE RECEIPT. THE LESSOR WILL ASSUME THE RISK OF LOSS OF THE EQUIPMENT IF IT WAS DELIVERED IN GOOD CONDITION. THE LESSOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EQUIPMENT WITHOUT NOTING ANY DAMAGE OR LOSS ON THE RECEIPT. THE LESSOR WILL ASSUME THE RISK OF LOSS OF THE EQUIPMENT IF IT WAS DELIVERED IN GOOD CONDITION. THE LESSOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EQUIPMENT WITHOUT NOTING ANY DAMAGE OR LOSS ON THE RECEIPT. THE LESSOR WILL ASSUME THE RISK OF LOSS OF THE EQUIPMENT IF IT WAS DELIVERED IN GOOD CONDITION.

CLAIMS UNTIL THE INFORMATION CHARGES HAVE BEEN PAID. YOU MAY
POINT OF THE INFORMATION CHARGES.
ENFORCE A CLAIM MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM
FILED OR PART BY US.

RIGHT OF INSPECTION

* WE MAY AT OUR OPTION, PEN AND INSPECT ANY SHIPMENT FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, VERIFICATION OF CONTENTS PRIOR TO, AND AFTER ACCEPTANCE OF THE SHIPMENT FOR FINAL DELIVERY.

RESPONSIBILITY FOR PAYMENT

EVEN IF DIFFERENT PAYMENT INSTRUCTIONS ARE GIVEN, YOU WILL ALWAYS BE PRIMARILY RESPONSIBLE FOR ALL TRANSPORTATION CHARGES AS WELL AS CHARGES INCURRED FOR RETURNING OR DISPOSING OF THE EQUIPMENT ENDING DISPOSITION.

QUALIFIED ACCEPTANCE

WE HEREBY OBLIGE THE RIGHT TO DELAY YOUR SHIPMENT AFTER ACCEPTANCE AND PRIOR TO
 LEAVE EMPLOYER AS PART OF THE TRANSPORTATION SERVICES WHEN SUCH SHIPMENT MIGHT
 CAUSE DAMAGE OR DELAY TO THE SHIPMENTS EQUIPMENT OR PERSONNEL. THIS WILL ALSO APPLY
 TO THE TRANSPORTATION OF YOUR SHIPMENT IS PROHIBITED. VIOLATION IS IN VIOLATION OF ANY RULES
 CONTAINED IN THIS AIRBILL OR OUR TARIFFS.

WEIGHTS AND CORRECTIONS

SHIPMENT ARE EACH ON THE GREATER OF THE ACTUAL OR THE MEASURE ANY SHIPMENT AT ANY TIME AND MAKE BILLING DOCUMENT

UNACCEPTABLE GOODS

ARTICLE LISTED AS UNACCEPTABLE IN OUR

FOR THE TRANSPORTATION OF YOUR PROPERTY, HOWEVER DESCRIBED OR MISDESCRIBED ON THIS AIRBILL, THE CARRIER, ITS AGENTS OR SUBAGENTS HAS NO AUTHORITY TO ACCEPT SUCH PROPERTY FOR TRANSPORTATION OF TO MODIFY OR WAIVE THE LIMITATIONS APPLICABLE TO THEM.

SURFACE TRANSPORTATION

THE SHIPMENT WAS TRANSPORTED UNDER THE SURFACE FREIGHT FORWARDING AUTHORITY OF AIR FREIGHT FORWARDING CORPORATION, A WHOLLY-OWNED SUBSIDIARY OF AIRBORNE FREIGHT CORPORATION.

INTERNATIONAL SHIPMENTS

THIS AIRBILL IS NOT INTENDED FOR INTERNATIONAL SHIPMENTS. HOWEVER, IF YOU INADVERTENTLY
USE THIS AIRBILL FOR SUCH A SHIPMENT THIS AIRBILL WILL BE CONSIDERED TO BE A SHIPPER'S
LETTER OF INSTRUCTIONS AND THE SHIPMENT WILL BE SUBJECT TO INTERNATIONAL RULES AND
LIABILITY UNDER THE WARSAW CONVENTION.

IN CERTAIN SPECIAL CIRCUMSTANCES WE MAY ACT AS AN AGENT OF THE CARRIER IN WHICH CASE THE CARRIER SHALL BE RESPONSIBLE.